

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Settlement and Mutual Release Agreement (the “Settlement Agreement”) is entered into as of this 31st day of July, 2024 by and between Andrew Sklar (the “Trustee”), the Chapter 7 Trustee of Orbit Energy & Power, LLC (the “Debtor”) and Soligent Distribution, LLC (“Soligent” and, together with the Trustee, the “Parties”) by and through their respective undersigned attorneys.

WHEREAS, on December 6, 2022 (the “Petition Date”), the Debtor filed a petition pursuant to Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”).

WHEREAS, on February 27, 2023, the Debtor’s Chapter 11 case was converted to the instant Chapter 7 case.

WHEREAS, thereafter, the Trustee was appointed as the [substitute] Chapter 7 Trustee of the Debtor’s estate, duly qualified and so acting.

WHEREAS, the Trustee has filed an adversary proceeding in the United States Bankruptcy Court for the District of New Jersey, Docket No. 23-1340(ABA) (the “Adversary Proceeding”) asserting claims to avoid and recover transfers in the total amount of \$119,998.75 made by the Debtor to Soligent prior to the Petition Date to or for the benefit of Soligent pursuant to Chapter 5 of the Bankruptcy Code and for certain other relief (the “Trustee Claim”).

WHEREAS, Soligent has filed an answer to the Trustee’s complaint which commenced the Adversary Proceeding.

WHEREAS, Soligent has denied any liability and asserts that it has affirmative defenses to the Trustee Claim.

WHEREAS, the Trustee and Soligent desire to avoid the costs and risks of litigation, regarding the Trustee Claim and, in order to resolve any and all issues and/or disputes involving the Debtor, its

Chapter 7 case or any other matters relating thereto, including the Trustee Claim, on the terms and subject to the conditions set forth in this Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby stipulated and agreed by the Parties, intending to be legally bound hereby, as follows:

1. The recitals set forth above are incorporated herein by reference.
2. Subject to Bankruptcy Code approval of the compromise set forth in this Settlement Agreement, and in full and complete settlement of the Trustee Claim, the Trustee shall accept the sum of \$25,000.00 (the "Settlement Payment") in full payment of the Trustee Claim, subject to the provisions of this Settlement Agreement. The Settlement Payment shall be paid in a single lump sum of \$25,000.00 on or before the fifth (5th) Business Day after the entry of a Bankruptcy Court Order Approving the Settlement Agreement has become a final, non-appealable order. The Settlement Payment shall be made payable to "Andrew Sklar, Chapter 7 Trustee for the Estate of Orbit Energy & Power LLC and mailed to Andrew Sklar, Esquire, SKLAR LAW LLC, 20 Brace Road, Suite 205, Cherry Hill, NJ 08034.

3. In the event Soligent fails to timely pay the Settlement Payment or Soligent's payment is dishonored by the Trustee's bank, counsel for the Trustee will send written default notice by electronic and first-class mail, postage prepaid to Soligent's counsel. If Soligent fails to cure such default within ten (10) Business Days after the notice is sent, this Settlement Agreement shall be null and void and the Trustee shall be entitled to continue with the Adversary Proceeding and all collection efforts with respect the Trustee Claim.

4. Nothing herein shall prohibit Soligent from paying the full amount of the Settlement Payment prior to the entry of a Bankruptcy Court Order Approving the Settlement Agreement or Certification of No Objection to a Notice of Proposed Compromise or Settlement of Controversy.

5. Soligent's unsecured claim resulting from the Settlement Payment under § 502(h) of the Bankruptcy Code arising out of the transaction described herein is specifically preserved. Nothing herein shall be construed as a waiver by Soligent of any administrative claim, reclamation claim, and general unsecured claim already filed in this case or the Trustee's right to object to same on any grounds other than the terms of this Settlement Agreement.

6. If the Bankruptcy Court fails to approve this Settlement Agreement, the parties shall be restored to their respective litigation positions as they existed prior to the execution and delivery of this Settlement Agreement.

7. Nothing contained herein shall operate to prejudice Soligent's right to file a proof of claim against the Debtor or the Trustee's right to object to such claim under the applicable provision of the Bankruptcy Code.

8. Upon the entry of an order of the Bankruptcy Court approving this Settlement Agreement becomes a final, non-appealable Order and delivery of the Settlement Payment in good funds and in full, the Trustee, for himself and any party claiming by, through or under the Debtor or its estate, shall be deemed to have released Soligent from the Trustee Claim.

9. Upon the entry of a Certification of No Objection to a Notice of Proposed Compromise or Settlement of Controversy or an Order of the Bankruptcy Court approving this Settlement Agreement and Solient's remittance of the Settlement Payment to the Trustee, Soligent shall be deemed to have released the Debtor, the Trustee, his agents, employees, affiliates, attorneys, successors and assigns, of and from any and all claims which it has or may have against such parties, except for any post-petition, pre-conversion claim filed against the Debtor as provided in Paragraph 5 hereof.

10. No modification of this Settlement Agreement shall be binding or enforceable unless in writing, signed by the Parties and approved by the Bankruptcy Court.

11. This Settlement Agreement may be executed in any number of counterparts and by facsimile or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Settlement Agreement as of the date and year first above written.

LEX NOVA LAW LLC

By: /s/E. Richard Dressel
E. Richard Dressel, Esquire
10 W. Stow Road, Suite 250
Marlton, NJ 08053
Telephone: (856) 382-8211
Attorneys for Andrew Sklar,
Chapter 7 Trustee

SOLIGENT DISTRIBUTION, LLC

By: 
DocuSigned by:
B07006DCC22A402
Title: VP of Finance
Email: tasha.bury@soligent.net

FORMAN HOLT

By: /s/ Michael E. Holt, Esquire
Michael E. Holt, Esquire
365 W. Passaic Street, Suite 400
Rochelle Park, NJ 07662
Attorney for Soligent Distribution, LLC

Certificate Of Completion

Envelope Id: 6D970146361C4B4E8C1FD7B76661748C Status: Completed

Subject: Complete with DocuSign: SETTLEMENT AND MUTUAL RELEASE AGREEMENT - Soligent Distribution LLC 7-2...

Source Envelope:

Document Pages: 4 Signatures: 1

Initials: 0

Envelope Originator:

Certificate Pages: 1 Amory Bottorff

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Time Zone: (UTC-08:00) Pacific Time (US & Canada) Dallas, TX 75202

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7/31/2024 10:50:06 AM amory.bottorff@soligent.net

Signer Events

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Timestamp

Tasha Bury
tasha.bury@soligent.net



Sent: 7/31/2024 10:52:42 AM

VP of Finance

Soligent Holdings, Inc

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 209.150.250.182

Viewed: 7/31/2024 11:09:17 AM

Signed: 7/31/2024 11:10:46 AM

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Compliance

Compliance@soligent.net

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/31/2024 10:52:42 AM
Certified Delivered	Security Checked	7/31/2024 11:09:17 AM
Signing Complete	Security Checked	7/31/2024 11:10:46 AM
Completed	Security Checked	7/31/2024 11:10:46 AM
Payment Events	Status	Timestamps

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